

MEMORANDUM OF UNDERSTANDING
between
CITY OF PLEASANT HILL PROFESSIONAL & CONFIDENTIAL
EMPLOYEES ASSOCIATION
and
CITY OF PLEASANT HILL

November 1, 2003 - October 31, 2006

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PLEASANT HILL
and
CITY OF PLEASANT HILL PROFESSIONAL AND
CONFIDENTIAL EMPLOYEES ASSOCIATION**

**ARTICLE I
RECOGNITION, DUES, REPRESENTATION**

Pursuant to Government Code Section 3500 et seq and City Resolutions No. 25-77 and No. 51-78, the City of Pleasant Hill ("City") hereby recognizes the Professional and Confidential Association ("Association" or "P.A.C.E.") as the bargaining representative for purposes of representing City employees in Unit "B" (see Exhibit "A") with respect to their pay, wages, hours and other terms and conditions of employment for the duration of this contract ("Agreement"). The City shall deduct dues from City employees and remit said dues to the Association on a monthly basis for the duration of this Agreement.

Monthly dues deduction additions and/or deletions shall be recorded by the City's Finance Officer and a notification of all dues transactions shall be immediately sent to the Association President. The Association shall hold the City harmless from any and all claims, and will indemnify it against any unusual costs in implementing these provisions.

Regular PACE meetings shall not be held on City time, and City equipment and supplies are not to be used for PACE business. City premises can be used if scheduled in advance.

**ARTICLE II
PERSONNEL RULES**

A. General. The Personnel Rules shall be applied as written for the term of this Agreement; however, the City reserves the right to modify said rules when it is deemed appropriate. The Association will be notified as to changes or modifications if such changes or modifications are a subject for meet and confer purposes. The City will meet with the Association upon their request regarding the application of this provision. If a conflict between a personnel rule and this Agreement should occur, the provisions of this contract shall prevail.

B. Supplemental Pre-Grievance Process. PACE and the City agree that the Grievance Procedure set forth in the Personnel Rules shall be supplemented by an optional "pre-grievance" process for resolving an employee's concern either: (1) that he/she is working out of class without

appropriate compensation; or (2) that he/she has more work than he/she believes can be reasonably handled within the time frame established by his/her supervisor. An employee may elect to use the pre-grievance process when the employee's own attempts to resolve these work assignment or workload concerns directly with his/her supervisor have been unsuccessful.

An employee wishing to use the optional pre-grievance process shall contact either his/her PACE officer or the Personnel Officer and request initiation of the pre-grievance process. The employee's request may be verbal or written. If the employee contacts his/her PACE officer with his/her request, the PACE officer shall promptly relay the employee's request to the Personnel Officer.

Within ten (10) workdays of the Personnel Officer's receipt of the employee's request, a pre-grievance meeting shall be held, attended by the employee, the employee's immediate supervisor and/or department head, a PACE officer, and the Personnel Officer or his/her designee. Before proceeding with the pre-grievance meeting, the employee will be required to sign a waiver of any and all objections to the participation of the Personnel Officer, the employee's supervisor, and the employee's department head in any subsequent grievance the employee may file over his/her work assignment or workload concern.

The pre-grievance meeting is intended to be an informal, summary method for resolving the employee's work assignment or workload concern. Neither the Personnel Officer nor the PACE officer is required to do an in-depth investigation of the employee's work assignment or workload concern.

At the pre-grievance meeting, the participants shall attempt to resolve the employee's work assignment or workload concern. If unable to do so, the supervisor's original direction to the employee shall stand, and the employee may pursue other remedies as set forth in the City's Personnel Rules. If the employee chooses to proceed with a grievance, the initial ten (10) day period for submitting his/her complaint to his/her supervisor shall commence the first workday after the day on which the pre-grievance meeting is held.

The employee must continue to perform the challenged work throughout the pre-grievance process, and shall not be relieved of his/her challenged work until and unless the issue is resolved in his/her favor. The only exception is where the employee's supervisor, in his/her discretion, authorizes the employee to defer performing the challenged work temporarily while the pre-grievance process is pending.

ARTICLE III

TRAINING GUIDELINES/LAYOFF PROCEDURES

A. Training Guidelines. When the City has given notice to an employee that a layoff is pending, involving that employee's position, the City will take reasonable steps to provide a basic training or orientation process which would provide the employee with knowledge and skills which could be used to assist the employee in applying for promotion or transfer to a vacant, budgeted position for which the employee possesses the basic knowledge, skills and abilities or for which the employee can acquire said knowledge, abilities and skills within the sixty (60) day written layoff notice period. Four (4) weeks severance pay may be given in lieu of notice, only if layoffs are due to financial difficulties.

B. Re-employment After Layoff. A regular employee who is laid off in accordance with these

rules is entitled to preference in filling a vacancy in the class of position previously held by that employee for a period of six (6) months. An employee so re-employed retains all benefits accrued in prior service with the City. During the layoff, no benefits accrue and the anniversary date shall be adjusted if the layoff time exceeds thirty (30) consecutive days.

Re-employment according to this provision shall be done using the method of seniority, in that the last employee, in a class, laid off will be the first employee to be considered for re-employment in the class.

ARTICLE IV **HOLIDAYS**

City holidays are:

January 1	(New Year's Day)
Third Monday in January	(Martin Luther King, Jr. Day)
February 12	(Lincoln's Birthday)
Third Monday in February	(Washington's Birthday)
Last Monday in May	(Memorial Day)
July 4	(Independence Day)
First Monday in September	(Labor Day)
Second Monday in October	(Columbus Day)
November 11	(Veteran's Day)
Thanksgiving Day	
Friday Following Thanksgiving	
Christmas Eve Day	
Christmas Day	

Every day proclaimed by the President or Governor and Mayor of this City as a public holiday.

A City employee who wishes to observe holidays particular to his/her race or religion may do so with the approval of his/her Department Head. This time off is charged to compensatory time or vacation.

When a holiday falls on a Sunday, the following Monday is a holiday for employees whose normal work week is Monday through Friday. If a holiday falls on a Saturday, the preceding Friday is a holiday.

In the case where one or both of the Christmas Eve and Christmas holidays fall on a Saturday and/or Sunday, the actual days of observance shall be as follows:

- If Christmas Eve falls on Saturday and Christmas falls on Sunday, then Christmas Eve will be observed on the preceding Friday and Christmas will be observed on the following Monday.
- If Christmas Eve falls on Friday and Christmas falls on Saturday, then Christmas Eve will be observed on Thursday and Christmas on Friday of that same week.
- If Christmas Eve falls on a Sunday and Christmas on Monday, then Christmas Eve will be observed on Monday and Christmas on Tuesday of that same week.

Holidays shall no longer be calculated as 7.5 hour days. Instead, for each employee, a holiday shall be deemed to have the same number of hours as those the employee is normally scheduled to work on that day. Thus, employees who are normally scheduled to work more than 7.5 hours on a day observed as a holiday shall not be required to charge the excess holiday time they receive to vacation leave or compensatory time, or to otherwise "make up" the excess time (for example, by extending their work hours on another day). Conversely, employees who are normally scheduled to work fewer than 7.5 hours on a day observed as a holiday shall not be credited with the "difference" in the form of additional vacation leave or compensatory time, or in any other form.

ARTICLE V

VACATION/PERSONAL LEAVE

A. Vacation Leave - General. Full vacation leave according to the following schedule is earned by:

Employees with full time pay status.
Eligible employees on sick leave or vacation leave with pay.
Eligible employees on jury leave.

Schedule

<u>Years of Service</u>	<u>Vacation Days Earned Per Year</u>
1	12
2	12
3	12
4	15
5	15
6	15
7	16
8	16
9	16
10	18
11	18
12	18
13	18
14	18
15	21
20	23

Upon written request by the employee, City will buy back up to 60 hours of accrued vacation annually, provided the employee has used a minimum of 37-1/2 consecutive hours of vacation during the twelve (12) month period immediately preceding the request. One day of holiday time may be substituted for one day of vacation provided that the consecutive time off is at least 37-1/2 hours. Additionally, the employee must have at least 60 hours of accrued vacation leave at the

conclusion of the vacation buy back transaction.

The written request for the vacation buy back must be submitted to the Personnel Officer by the twenty fifth (25) day of the month preceding the date on which the employee is requesting the payoff.

Only hours which were accumulated prior to the last day of the month preceding the date of the request are eligible for the vacation buy back. Vacation buy back shall be limited to once per fiscal year.

B. Guidelines for Approving Vacation Leave Requests. Supervisors will establish a vacation schedule at the beginning of each calendar year. Thereafter, adjustments may be requested by either the supervisor or employee, with reasonable prior notice, based on personal or organizational needs or problems. Changes, if made, shall be discussed between the supervisor and employee prior to said change being instituted. Vacation time shall be taken in one day increments with prior approval of supervisor. Requests for vacation time off of less than one (1) day, may be approved, based upon circumstances which may be in the best interest of employees and the city.

C. Personal Leave. One day per year will be added to each employee's accumulated compensatory time and can be used as a personal leave day as scheduled and approved during the term of this Agreement. However, this day must be taken as time off, and cannot be taken as pay.

ARTICLE VI

SICK LEAVE/LEAVE OF ABSENCE

A. Sick Leave.

1. Accrual of Sick Leave. Beginning the first day of the month following the employee's completion of one (1) month of service an employee earns sick leave with pay at the rate of one (1) day for each calendar month of service. Full sick leave is earned by each regular employee on paid leave of absence which includes sick leave, jury leave, and paid disability accident leave. Sick leave is not earned by an employee on unpaid leave of absence, nor by an employee on leave covered by the City's private disability plan. An employee may take paid sick leave beginning the second month of employment.

2. Payment for Accumulated Sick Leave. An employee eligible to accumulate sick leave is entitled to receive on the December 5th or January 5th payroll, a cash payment or additional vacation for twenty-five (25) percent of the unused portion of sick leave credit accumulated during that calendar year.

To qualify for payment, the employee shall have to his/her credit on November 30, not less than thirty (30) days of unused sick leave. The rate of pay for this purpose is the rate of pay as of November 30.

The amount of time for which an employee is paid is deducted from the employee's total accumulation. An employee may elect to retain sick leave in lieu of payment. If an employee is

terminated after five years' service from date of employment because of voluntary resignation, death, retirement or abolishment of position, accumulated sick leave is paid at the rate of one (1) day for each four (4) days of unused sick leave to a maximum of twenty-five (25) days.

3. Medical, Dental and Vision Care Upon Retirement. An employee who has worked with the City of Pleasant Hill for 20 or more years and who elects to take a service retirement will be permitted to convert 100% of his/her accumulated sick leave at 100% pay for the payment of medical, dental and vision care premiums.

These payments are non-transferable to a spouse or family member. At the employee's option, 25% of accumulated sick leave for an employee of the City of Pleasant Hill can be (a) converted to cash up to a maximum of 200 hours and/or (b) applied to his/her retirement. The balance of hours remaining after the cash conversion will be available to pay medical, dental and vision care premiums. The following example illustrates how the process works:

An Administrative Secretary retires with 1200 hours of sick leave. The employee could convert 25% of his/her sick leave up to a limit of 200 hours at 100% of his/her pay which would result in a cash payment. The remaining hours, 1000, would be converted to dollars at his/her current hourly rate for payment of medical, dental and vision care premiums. All medical, dental and vision care premiums will be paid from this "pool" of "set-aside" funds until this pool is exhausted. Thereafter, all payments by the City for medical premiums will cease.

Interest shall be credited to employees' accrued sick leave funds at the end of each calendar quarter based upon a calculation of: (1) the fund balance as of the end of the quarter; and (2) an amount equal to the interest earned by the City on its invested funds for that same quarter.

4. Sick Leave Credit Program. The City will provide a credit program for sick leave annually. These credits will be kept by the Personnel Department to be applied in the event that the employee remains with the City for 20 years and elects a service retirement. These credits will be based upon a calendar year review of the amount of sick leave used by employees in this unit. Each employee earns sick leave at the rate of 12 days per calendar year. If, for example, an employee used 2 days of sick leave in one calendar year, that employee would be provided with 10 units of credit to be used for medical premium payments in the event he/she remains with the City for 20 years, and upon election of a service retirement. Each unit of credit will equal 1 day of equivalent gross salary at the salary level of that employee on the last day they work before electing a service retirement.

5. Medical Leave. In the case of an employee's continued illness after the expiration of sick leave, his/her absence may then be charged to compensatory time accrued or vacation leave accrued, with the approval of the Department Head.

After a thirty (30) day waiting period, an employee may elect to apply for disability insurance. At the employee's option and with the approval of the City Manager, an employee may elect to continue the use of sick leave prior to applying for disability coverage.

When a full time employee is off work as the result of a valid on-the-job injury sustained in the service of the City, the City shall continue his/her pay in the amount of his/her monthly rate up to

but no longer than ninety (90) calendar days.

6. Family Illness. Employees, with approval of their department head, may use up to four (4) days accumulated sick leave per year for purposes of attending to immediate family during difficult or extended illness or accident which require medical attention from a doctor. Alternatives for care of family members should be pursued prior to requesting leave under this provision, and a copy of a written confirmation from the attending physician may be requested by the supervisor which stipulates the necessity for such care and attendance.

7. Immediate Family. The immediate family of an employee includes his/her spouse, children or step-children of either spouse, parent, step-mother, step-father, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law.

B. Other Leaves of Absence.

1. Jury Leave. A regular full time employee is entitled to receive jury leave with full pay if he/she remits to the City all compensation received from duty. Compensation for mileage is not considered compensation for jury duty. The employee may elect to retain all jury duty compensation, in which case he/she is not entitled to salary while on jury leave.

2. Leave of Absence Without Pay. A Department Head may grant an employee a leave of without pay for not more than ten (10) days when it is in the best interest of the City service. An example is leave for the purpose of additional job related education or training. The City Manager must approve a leave of absence without pay which exceeds ten (10) days.

A "leave of absence" as used in this section is a privilege which may be granted without pay to a regular employee in good standing who wishes to leave the City service for a limited period. The employee must make a written request to his/her Department Head for such leave, stating the date of the leave and the reason.

3. Maternity Leave. See Exhibit "B" which is incorporated herein by this reference.

4. Bereavement Leave. A full-time employee is allowed a leave of absence with pay not to exceed four (4) working days in the case of death of a member of the employee's immediate family. With his/her Department Head's approval, he/she may have two (2) additional working days, which are charged to sick leave or to vacation time. Further absence approved by the Department Head is charged to vacation time. False information given concerning the death or relationship shall be cause for discharge.

ARTICLE VII
WORK WEEK/OVERTIME

A. Work Hours/Work Week Schedules. The hours each City facility is open to the public are set by management based on operational needs, including the need to ensure accessibility for, and service to, members of the public. In its discretion, the City's management may change these hours, again based on operational needs.

The list below shows the current hours (as of November 2003) when City Hall, the Public

Services Center, and the Police Department are open to the general public. Note that, due to the unique nature of its operations, the Police Department is open at all times:

City Hall

Monday 8:30 am – 5:00 pm
 Tuesday 8:00 am – 5:00 pm
 Wednesday 8:00 am – 5:00 pm
 Thursday 8:00 am – 6:00 pm
 Friday 8:00 am – 1:00 pm

Public Services Center

Monday – Thursday 7:30 am – 4:30 pm
 Friday 7:30 am – 11:00 am

Police Department

Open 24 hours a day, every day

In general, PACE employees work a 37.5 hour workweek with no scheduled breaks, other than lunch breaks.

The work schedules for PACE employees at City Hall and the Public Services Center generally conform to the hours their facility is open to the public. However, PACE employees working at City Hall and the Public Services Center may request permission to modify their hours to a work schedule that differs somewhat from the hours their facility is open to the public. Similarly, the work schedules for PACE employees working at the Police Department typically correspond to the Department's administrative hours, 8:30 am – 5:00 pm, Mondays through Fridays. PACE employees working at the Police Department may also request permission to modify their hours to a different schedule.

To obtain approval for a modified work schedule, all PACE employees must first obtain their supervisor's approval. **In addition, and before an approved modified work schedule can be implemented, it must be reviewed by the Personnel Officer or his/her designee to ensure compliance with the Fair Labor Standards Act ("FLSA").**

A supervisor's approval of a request for modified work hours and schedule shall not be unreasonably withheld. In determining whether to approve such a request, the supervisor shall consider several objective factors, including, but not limited to: (1) the operational needs of the division, department, and overall organization; (2) the need to ensure adequate staffing during the hours the facility, department or division is open to the public; (3) the need to ensure adequate supervision and fair evaluation of the employee; and (4) the public's need for service and accessibility; and so forth.

As indicated above, the Police Department is unique in that it operates 24 hours a day, every day of the year. Also, it designates different FLSA work periods for its employees who are members of the City of Pleasant Hill Police Association in connection with alternative work schedules (for example, "3/12-4/12" or "9/80" work schedules).

As a result, police management and/or PACE employees working at the Police Department may need or desire to adjust the PACE employees' work schedules and FLSA work periods to coordinate with those of their Police Association counterparts, thus ensuring operational efficiencies and optimal service to the public.

Accordingly, PACE and the City agree that, given the Police Department's unique operational

needs and requirements, PACE employees working at the Police Department may have: (1) modified work schedules different from the department's administrative hours (i.e., different from the Monday-Friday, 8:30 am - 5:00 pm schedule); and (2) FLSA work periods different from the 7-day "Monday to Monday" (or any other 7-day) work period, provided the modified schedules and work periods comply fully with FLSA requirements, including overtime requirements.

B. Overtime. The City shall pay overtime at the rate of one and one-half (1-1/2) time for all overtime worked above an employee's normal workday or work week schedule. ("Normal" is here defined as the employee's approved work schedule, whether or not it conforms to the hours the employee's facility is open to the public; or, for PACE employees at the Police Department, to that department's administrative hours of 8:30 am – 5:00 pm, Monday through Friday.) To obtain credit for overtime, an employee shall obtain the prior approval of his/her supervisor. The following provisions shall apply:

- **Work Day** - Overtime shall apply if time worked is 1/10th of an hour above or below the normal starting or ending time of the employee's work day.
- **Double time and one-half provision** - Overtime shall be paid at the rate of two and one-half times the employee's hourly rate for work performed on a regularly scheduled holiday. Pay shall be in lieu of holiday. This double time and one-half provision for holiday overtime shall not apply to those PACE employees who regularly work at the Police Department. Instead, PACE employees who regularly work at the Police Department and who are required to work on a holiday shall be allowed to choose, subject to the approval of their Department Head or his/her designee, whether they will be paid for the hours they actually work on the holiday or, alternatively, given compensatory time off equivalent to the amount of time they actually work on the holiday. In either case, they will receive the pay or compensatory time off at their straight time rate, not at any overtime rate.

C. Compensatory Time. An employee may accumulate up to sixty (60) hours of overtime computed at the rate of one and one-half times the rate of his/her regular pay. These hours may be used as time off, as scheduled and approved by his/her supervisor.

All overtime above sixty (60) hours will be automatically paid for within the next earliest pay period.

Under an emergency situation, as declared by the City Manager and/or Mayor, the provision of these rules is null and void.

Once a year, the City will agree to buy back compensatory time. Hours eligible for this buy-back provision must be accumulated prior to the last day of the month preceding the date of the request. The provisions of this section will be subject to the Department of Labor's guidelines implementing the Fair Labor Standards Act.

D. Varying Hours. Employees within the unit are permitted the opportunity to discuss varying their hours within a given work day due to their personal needs or problems. These requests will be handled on a case by case basis between supervisor and the employee, with the final decision being made by the supervisor. The supervisor must be considerate of the employee's needs and problems, as the employee must be considerate of the City's needs and problems in managing their daily business. This practice is for meeting temporary or emergency situations.

ARTICLE VIII

WAGE PLAN ADMINISTRATIVE PROCEDURES:

A. Applicable Pay Rates.

1. Following Promotion. When promoted, an employee shall begin at Step A or one (1) step higher than his/her current salary, whichever is higher. The new anniversary is the date of promotion. Upon recommendation of the Designee and approval of the City Manager, an employee may be considered for a higher step if his/her experience, longevity and value to the City merit such an increase.

2. Following Demotion. In the case of a demotion to a position with a lower maximum salary, an employee shall be assigned to a pay step that is the same as, or less than, the step held in the higher position. Placement within the range shall be determined by the City Manager. The employee shall retain his/her previous anniversary date.

3. Following Transfer. Where an employee is transferred from one (1) position to another in the same class or to another class to which the same pay range is applicable, the employee shall retain the same pay step and anniversary date.

4. Following Salary Range Increases and Decreases. Where a pay range is revised upward or downward, the incumbent of a position in the affected class is entitled to a pay adjustment to the same relative step in the new pay range. The anniversary date does not change.

B. Pay Status. Pay status is understood to mean the period in which an employee is at work, on vacation, sick leave, compensation leave as a result of an industrial accident, leave with full pay in lieu of temporary disability benefits, compensatory time off, paid administrative leave, paid temporary military leave of absence, or on an approved leave of absence with full pay.

C. Premium Pay for Employees in "Acting Capacity". An employee who temporarily assumes the duties of a superior position may, upon approval of the City Manager, receive premium pay of no more than five (5) percent above his/her present salary. The qualification period for receiving acting pay will be six (6) days or more in the temporary assignment.

ARTICLE IX

LONGEVITY PAY PLAN

Employees who are at least fifty-five (55) years of age with ten (10) full continuous years of City service shall be given a five percent (5%) salary increase computed on their normal monthly base

salary.

Employees who are at least sixty (60) years of age with fifteen (15) full continuous years of City service, shall be given an additional five percent (5%) salary increase computed on their normal monthly base salary.

Twenty year employees regardless of age, upon presenting to the Personnel Officer the State P.E.R.S. declaration of intent to retire within the following twelve (12) months, shall be given an additional seven percent (7%) salary increase computed on their normal base salary. This seven percent (7%) salary increase shall be effective twelve (12) calendar months before the declaring employee's last date of employment. Such benefit shall be used to compute any other benefit such as overtime, but will not be used in computing final retirement benefits as determined by the State P.E.R.S. and provided for in the City's contract with P.E.R.S.

ARTICLE X **UNIFORM ALLOWANCE**

P.A.C.E. members who work at the City of Pleasant Hill's Police Department as members of that department shall be paid a uniform allowance in accordance with the uniform allowance provisions for non-sworn personnel that are set forth in the Memorandum of Understanding between the Pleasant Hill Police Association and the City.

For purposes of this Article, the P.A.C.E. members who work at the Pleasant Hill Police Department are those in the following classifications: Executive Secretary to the Chief of Police; Information Systems Coordinator; and Secretary. This Article is not intended to apply to P.A.C.E. members who work at the Pleasant Hill Police Department only on an occasional or temporary basis.

ARTICLE XI **MEDICAL, DENTAL LIFE AND DISABILITY BENEFITS**

A. Medical. The City will pay premiums up to the family rate of the least two expensive carriers currently providing medical coverage for employees and all dependents.

Changes in enrollment may only be made during each plan's open enrollment period, which occurs during the months of July and August. Changes are effective September 1st of each year.

Employees will be required to pay a co-payment of \$5 for each doctor visit or appointment and for each prescription drug. This copayment will not be implemented until all other bargaining units have agreed to this change.

PACE and the City agree to reopen this agreement solely for the purposes of meeting and conferring on the topic of reducing the City's healthcare costs. In connection with this reopener, the parties may also meet and confer on the topic of lowering the City's operational costs through possible adjustment of the hours City Hall is open to the public. This reopener shall not extend to

any other topics.

B. Dental. The City will provide a dental plan which provides at least an 80/20 payment benefit and a maximum benefit of \$1,500 per person per year. The City will pay 100% of the premium for a dental program for the employee and all dependents.

C. Life Insurance. Effective March 1, 1996, the City agrees to pay the cost of life insurance premiums to provide fifty thousand dollars (\$50,000) coverage for the length of this Agreement.

D. Disability Insurance. The City agrees to continue to pay the total cost of disability insurance plan, and sixty-six and two-thirds (66-2/3) percent of salary plan, for length of Agreement. However, the City reserves the right to change carriers if the premium becomes excessive. The elimination period shall be thirty (30) days. A woman unable to work for pregnancy related reasons is entitled to disability and/or sick leave on the same basis as employees unable to work for other medical reasons due to off-the-job disability. This long term disability plan will be revised annually on November 1 and will be adjusted to a maximum of 2/3 of top step of the Associate Engineer.

E. IRS 125 Plan. All benefits covered under the City's IRS 125 Plan may be paid on a pre-tax basis. Examples include dependent care, out-of-pocket medical costs and specified insurance premiums.

F. Vision Plan. The City agrees to provide PACE employees and their dependents with a vision insurance plan that will allow one examination, and one pair of eye glasses or one pair of contact lenses on an annual basis.

ARTICLE XII **PERS RETIREMENT**

The City will continue to provide retirement benefits under the City's present contract with the P.E.R.S.

The City agrees to pay seven (7) percent toward the employees' contribution to P.E.R.S.

The contract with P.E.R.S. establishes the employees designation that the seven (7) percent be applied toward their retirement contribution.

The contract with P.E.R.S. has been amended to include the single highest year.

ARTICLE XIII **EDUCATIONAL INCENTIVE**

The City agrees to continue the educational incentive to employees within the unit as follows:

- a. The course or courses taken must: (1) relate to the employee's job or be a part of a

degree program which has application to City service; and (2) be approved by the employee's Department Head.

- b. If the requirements in section "a" are met, the City will reimburse the employee for books and technology upgrades or additions, and will also pay the employee \$18 per month per credit unit for tuition, up to a maximum of nine (9) units per semester or quarter, provided the total amount paid to the employee for all of these items (including the \$18 per month per credit unit) does not exceed \$500 per semester or quarter, and \$2,000 per calendar year overall.
- c. To be reimbursed for tuition, books, and technology upgrades or additions, the employee must provide proof satisfactory to the City that the employee is actually enrolled in the course(s), and that the books, technology upgrades and/or technology additions are in fact required for the course(s) being taken. Such proof includes, but is not limited to, purchase receipts, course syllabus, written requirements and/or written confirmation from the instructor.

ARTICLE XIV

PERFORMANCE EVALUATIONS/BONUS AWARDS

A. Performance Evaluations. The City will continue to use an annual performance evaluation. Performance evaluations will be made once a year during the month of January of each calendar year.

All performance evaluations shall be signed by the employee indicating knowledge of the evaluation and that said evaluation is being placed in the employee's personnel file.

This process is exclusive of the process used for longevity pay increases.

If an employee receives an evaluation of "below standard" on seven of the fourteen categories, they may be reduced in pay up to 7% for a one-year period upon recommendation of the Department Head and approval of the City Manager.

B. Bonus Awards. Each year, employees who meet the following threshold eligibility requirements may be considered for a bonus:

- (1) The employee must be at the top of his/her salary range; and
- (2) The employee must receive the highest possible rating in at least half of the rating categories in his/her performance evaluation.

Meeting these threshold eligibility requirements renders the employee eligible to be considered for a bonus. It does not guarantee that a bonus will be awarded.

Where an employee meets the threshold eligibility requirements, his/her immediate supervisor may recommend that the employee be awarded a bonus. The employee's department head must approve the recommendation. If the department head approves the recommendation, he/she will forward it

to the Personnel Officer, who will confirm that the employee is in fact eligible for consideration for a bonus. The Personnel Officer will then forward the recommendation to the City Manager. The City Manager shall have discretion to approve or disapprove the bonus recommendation. If the City Manager approves, he/she shall also determine the amount of the bonus, which shall not exceed a maximum of 7% (seven percent) of the employee's base salary for that evaluation year.

If the employee receives a bonus award, he/she may elect to have the bonus paid either as a lump sum contribution to his/her 457 plan or as a lump sum cash award paid directly to him/her.

The bonus does not become a part of the employee's salary. After payment (whether as a contribution to the employee's 457 plan or as a cash payment directly to the employee), the employee receives no further payment under his/her bonus award for that evaluation year. Employees may receive bonus awards more than once during their employment with the City, provided all the requirements of this section are met.

ARTICLE XV **SALARY CHANGES**

A. Salary Changes. During the term of this agreement, the following salary changes shall be implemented:

Effective November 1, 2003: 3.0 percent
Effective November 1, 2004: 2.5 percent
Effective November 1, 2005: 2.5 percent or the average of the negotiated COLA salary adjustments for the City's other three bargaining units for the period 11/1/04–10/31/05, whichever is greater.

The salary ranges for the PACE bargaining unit shall be adjusted upward by the amount of the above COLA salary increases as each such increase is implemented.

B. Benchmark Calculation. During the term of this agreement, the benchmark calculation method for determining salary increases that is described below shall not be used to determine salary increases, nor shall it have any other effect on salary increases.

After this agreement expires, the benchmark calculation method shall not go into effect or be used in any manner until and unless the parties negotiate and expressly agree to do so, in writing. Nothing in the following text – including such phrases as “ . . . for the purpose of calculating future salary increases . . .” - shall relieve the parties of this requirement.

The City shall maintain the Administrative Secretary classification for the purpose of calculating future salary increases under the Ten City Wage Plan (Benchmark Salary Increase Plan).

The benchmark calculation shall be performed as follows:

For the purpose of calculating salary increases under the Ten City Formula, the City of Pleasant Hill

shall review the salaries for the benchmark positions in the following jurisdictions: Antioch, Concord, Contra Costa County, El Cerrito, Martinez, Pinole, Pittsburg, Richmond, San Pablo and Walnut Creek.

The survey shall use an October 1 cutoff date for purposes of determining the date of the last increase to be included in the survey.

In the event that one of the survey cities has not completed negotiations by the October 1 cutoff date, that city shall be excluded from the calculation of salary increases.

Using the data obtained from the survey, the City shall calculate annual salary increases. The following calculation is performed for the benchmark position.

Percent Increase

- 1) Add the individual percentage increases given by each city to obtain a sum.
- 2) Divide the sum by ten (10), or the number of cities that have provided updated salary information for the past twelve months. This result is the average percentage increase.

Salary Increase

- 1) Add the individual salaries for each city to obtain a sum.
- 2) Divide the sum by ten (10), or the number of cities that have provided updated salary information for the past twelve months. This result is the average salary.
- 3) Increase the average salary by two and one-half percent (2-1/2%).
- 4) Divide the average salary calculated in #3 by the current salary. The result is the salary increase.

Under the benchmark calculation, the higher of the Percent or Salary Increase calculated for Administrative Secretary would be the salary increase provided to all PACE members.

ARTICLE XVI

DEFERRED COMPENSATION/401(a) MONEY PURCHASE PLAN

A. Deferred Compensation. Each employee shall have the option of making monthly contributions to the City's Deferred Compensation Plan. Upon proof to the Personnel Officer of medical coverage from another source, employees may elect to have the City pay \$200.00 per month on their behalf into the City's Deferred Compensation Plan in lieu of the City's contribution to the employee's medical plan.

An employee may elect to defer up to the maximum dollar amount allowed by law to his/her 457 account under the City's 457 Deferred Compensation Plan.

B. 401(a) Money Purchase Plan. City will contribute 4% into a 401(a) Money Purchase Plan, as long as the employee contributes 4%.

ARTICLE XVII
NO STRIKES OR LOCKOUTS

No lockout of employees represented by the Association shall be instituted by the City during the term of this Agreement.

The Association agrees that during the term of this Agreement, City employees shall not engage in or support strikes, work stoppages, slow downs, boycotts, or other direct or indirect work actions against the City. Any employee participating in these prohibited activities may be disciplined by the City.

ARTICLE XVIII
FULL AGREEMENT

It is understood that this Agreement represents a complete and final understanding on all negotiable issues between the City and PACE. This Agreement supersedes all previous Memoranda of Understanding between the City and PACE except as specifically referred to in this Agreement.

ARTICLE XIX
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XX
CLASSIFICATIONS WITHIN UNIT "B"
AND COVERED EMPLOYEES

The City recognizes the Association as the sole and exclusive representatives for the Confidential/Professional Employees' Bargaining Unit "B" consisting of the following

classifications, as well as any new classifications which may be assigned to this representation unit by the City Manager:

Accountant
 Accounting Technician
 Administrative Analyst I
 Administrative Analyst II
 Administrative Secretary
 Assistant Engineer
 Assistant Planner
 Associate Engineer
 Associate Planner
 Building Plan Checker
 City Code Investigator I
 City Code Investigator II
 Computer Technician I
 Computer Technician II
 Executive Secretary to the City Council/City Manager
 Executive Secretary to the Police Chief
 Housing Coordinator
 Human Resources Analyst
 Human Resources Technician
 Information Systems Coordinator
 Payroll Technician
 Planning Technician
 Public Information Officer
 Receptionist
 Secretary

Part-time and temporary employees, as defined by the City's Personnel Rules and Regulations, are not covered by this agreement.

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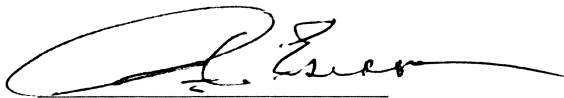
ARTICLE XXI
TERM OF AGREEMENT

This Agreement shall become effective as of November 1, 2003 and shall continue in full force and effect until expiration at midnight October 31, 2006.

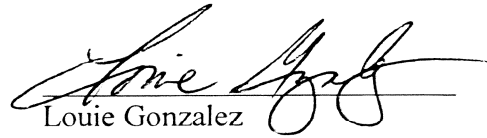
AS WITNESSED HERETO by the following parties:

CITY OF PLEASANT HILL

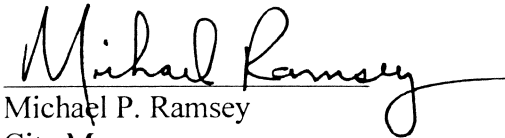
PACE



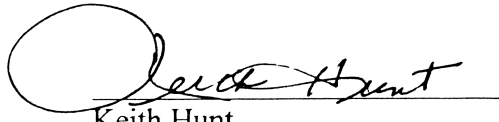
Charles C. Escover
Mayor



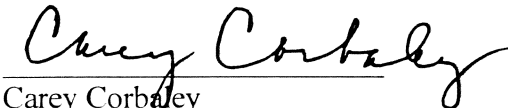
Louie Gonzalez
PACE President



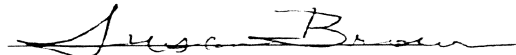
Michael P. Ramsey
City Manager



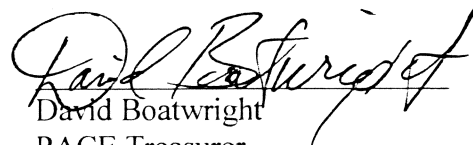
Keith Hunt
PACE Vice-President



Carey Corbaley
Director of Human Resources

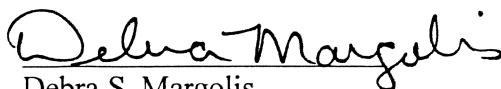


Susan Brown
PACE Secretary



David Boatwright
PACE Treasurer

APPROVED AS TO FORM:



Debra S. Margolis
City Attorney

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EXHIBIT A

CITY OF PLEASANT HILL
PROFESSIONAL AND CONFIDENTIAL

EFFECTIVE 11/01/03 - 3.0%

RANGE	A	B	C	D	E	F	POSITION
60	2676	2812	2951	3099	3254	3418	RECEPTIONIST
62.5	3017	3207	3372	3538	3713	3898	SECRETARY
65	3054	3246	3406	3577	3757	3946	
70	3125	3331	3498	3670	3853	4048	ACCOUNTING TECH/HUMAN RESOURCES TECH
75	3200	3406	3576	3757	3946	4139	PLANNING TECHNICIAN
80	3349	3560	3738	3928	4123	4331	PAYROLL TECHNICIAN
85	3360	3576	3757	3946	4138	4343	
90	3456	3670	3853	4048	4250	4461	
95	3546	3777	3960	4164	4374	4593	ADMINISTRATIVE SECRETARY
100	3658	3892	4087	4294	4505	4730	
105	3664	3937	4131	4337	4552	4781	EXEC SECRETARY TO POLICE CHIEF
110	3884	4123	4331	4544	4774	5016	EXEC SECTY TO C.MGR/COUNCIL
115	3892	4138	4343	4561	4790	5030	
120	3994	4361	4579	4809	5050	5302	COMPUTER TECHNICIAN - ACCOUNTANT
125	4083	4406	4628	4858	5101	5355	PUBLIC INFO OFFICER/ADMIN ANALYST I
130	4190	4461	4684	4918	5162	5423	CITY CODE INVESTIGATOR I
135	4364	4656	4888	5131	5391	5660	ASSISTANT PLANNER
140	4406	4684	4918	5162	5423	5695	COMPUTER TECHNICIAN II
145	4494	4791	5031	5284	5547	5827	
150	4567	4861	5105	5357	5625	5907	CITY CODE INVESTIGATOR II/INFO SYSTEMS COORDINATOR
151	4588	4890	5137	5391	5663	5945	ADMINISTRATIVE ANALYST II/HR ANALYST
152.5	4629	4918	5162	5423	5695	5980	ASSISTANT ENGINEER
155	4728	5029	5284	5547	5827	6114	ASSOCIATE PLANNER
160	4855	5162	5423	5695	5981	6279	HOUSING COORDINATOR
165	5021	5391	5661	5942	6242	6553	
170	5097	5423	5694	5981	6279	6596	
175	5352	5695	5981	6279	6596	6923	ASSOCIATE ENGINEER

MATERNITY LEAVE POLICY

The city of Pleasant Hill shall have the following maternity policy subject to the approval of the City Manager.

1. Leave of absence without pay for up to but no more than four and one half (4 1/2) continuous calendar months (18 weeks). The leave shall be continuous and will include all pre-delivery, delivery, and post delivery requests for leave.
2. The employee may, upon approval, use accumulated vacation and compensatory time prior to being placed on Leave of Absence without Pay.
3. Sick leave may be used during this leave where medically Justified per the provisions of the Personnel Rules. Any and all visits to the doctor during pregnancy will be charged to the employees accumulated sick leave. Sick leave may not be utilized by an employee during pregnancy and post-child birth, unless the treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job.
4. Long Term Disability may be applied for in the event a treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job. Appropriate waiting periods will apply.
5. The employee is required to pay her medical, dental and life insurance premiums during the Leave of Absence Without Pay if she wishes to have continued medical and dental coverage.
6. The employee shall not earn sick leave or service credit while on Leave of Absence Without Pay.
7. The four and one half months (18 weeks) Leave of Absence will be the absolute maximum allowed for pregnancy leave, must be continuous, and can only be exceeded by a treating doctor's written verification that complications have arisen that constitute an illness that now prevents the employee performing on the job. In the absence of a doctor's written verification of medical emergency illness, failure to report back to work after four and one half months (4 1/2) leave, shall constitute abandonment of position.
8. Maternity leave shall be requested in writing upon a form provided by Personnel. The form will refer to this policy and will require acknowledgement by signature that all provisions of this policy are understood.

Date: _____

TO: _____, Department Head

FROM: _____, Employee

I hereby request a maternity Leave of Absence Without Pay from

_____ to _____

I request the use of _____ Vacation hours.

Approved - Department Head

I request the use of _____ compensatory hours.

Approved - Department Head

I understand the following maternity policy:

1. Leave of absence without pay for up to but no more than four and one half (4 1/2) continuous calendar months (18 weeks). The leave shall be continuous and will include all pre-delivery, delivery, and post delivery requests for leave. :
2. The employee may, upon approval, use accumulated vacation and compensatory time prior to being placed on Leave of Absence Without Pay...
3. Sick leave may be used during this leave where medically justified per the provisions of the Personnel Rules. Any and all visits to the doctor during pregnancy will be charged to the employee's accumulated sick leave. Sick leave may not be utilized by an employee during pregnancy and post-child birth, unless the treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job. :
4. Long Term Disability may be applied for in the event a treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job. Appropriate waiting periods will apply.
5. The employee is required to pay her medical, dental and life insurance premium during the Leave of Absence Without Pay if she wishes to have continued medical and dental coverage

6. The employee shall not earn sick leave or service credit while on Leave of Absence Without Pay.
7. The four and one half months (18 weeks) Leave of Absence will be absolute maximum allowed for pregnancy leave, must be continuous, and can only be exceeded by a treating doctor's written verification that complications have arisen that constitute an illness that now prevents the employee performing on the job. In the absence of a doctor's written verification of medical emergency illness, failure to report back to work after four and one half (4 1/2) months leave, shall constitute abandonment of position.
8. Maternity leave shall be requested in writing upon a form provided by Personnel. The form will refer to this policy and will require acknowledgement by signature that all provisions of this policy are understood.

I acknowledge that all of the provisions of this policy above are fully understood.

(Employee Signature)

(Date)

(Approved-Department Head Signature)

(Date)

(Approved-Personnel Officer Signature)

(Date)

(Approved-City Manager Signature)

(Date)

RESOLUTION NO. 84-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANT HILL
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
PLEASANT HILL AND THE CITY OF PLEASANT HILL PROFESSIONAL AND
CONFIDENTIAL EMPLOYEES

WHEREAS, the City Council has asked the Human Resources Director to serve as the City's Labor Negotiator to meet and confer with representatives of the Pleasant Hill Professional and Confidential Employees bargaining unit; and

WHEREAS, meetings have been conducted to confer with the Pleasant Hill Professional and Confidential Employees bargaining unit as prescribed by state law and a Memorandum of Understanding ("MOU") has been prepared containing modifications that have been agreed upon as a result of the parties' negotiations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pleasant Hill that the MOU between the City of Pleasant Hill and the City of Pleasant Hill Professional and Confidential Employees, which is attached hereto and incorporated herein by reference, is hereby approved, and that Resolution No. 100-98 is hereby superseded and rescinded.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an appropriation of \$28,095 from the General Fund's fund balance to pay for the agreed-upon salary and benefit increases in the current fiscal year ('03-'04).

ADOPTED by the City Council of the City of Pleasant Hill at a regular meeting of the Council held on the 1st day of December, 2003, by the following vote:

AYES: Angeli, Durant, Harris, Williamson, Escover
NOES: None
ABSENT: None


CHARLES C. ESCOVER, Mayor

ATTEST:


DORIS P. NILSEN, City Clerk

APPROVED AS TO FORM:


DEBRA S. MARGOLIS, City Attorney


CERTIFIED A TRUE COPY
DEPUTY CITY CLERK, CITY OF PLEASANT HILL

